



MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MANHATTAN BEACH AND THE
MANHATTAN BEACH FIREFIGHTERS' ASSOCIATION

JULY 01, 2023-JUNE 30, 2026

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PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the City of Manhattan Beach ("City") and the Manhattan Beach Firefighters' Association ("Association"). Full consideration has been given to salaries, employee benefits, and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California and the City's Employer-Employee Organization Relations Resolution (Resolution No. 4506), said parties make this MOU (also referred to as "Agreement") effective July 1, 2023 .

ARTICLE 1- RECOGNITION

Pursuant to the provisions of the Employer-Employee Organization Relations Resolution of the City of Manhattan Beach and applicable state laws, the Association is acknowledged by the City as the exclusive representative of the employees in the following classifications, hereinafter referred to as " employees":

- Firefighter
- Firefighter/Paramedic
- Fire Engineer
- Fire Engineer/Paramedic
- Fire Captain
- Fire Captain/Paramedic

ARTICLE 2 – EFFECTIVE AND TERMINATION DATES - REOPENER

This MOU shall be effective July 1, 2023 and will continue in effect through June 30, 2026 with respect to all affected employees. During the period covered by this MOU, any items concerning wages, hours, and terms and conditions of employment provided by this Agreement shall remain in effect unless the parties agree to revise the same by a written modification to this MOU, subject to the limitations expressed in Section 3504 of the California Government Code. The parties agree that the City has the right to reopen labor negotiations during the term of this MOU regarding updating the City's personnel rules and any City policies subject to bargaining. Any changes are subject to mutual agreement of the parties. The parties further agree that during the term of this MOU, the City may reopen the MOU at any time for negotiations related to Article 37 (Physical Exam Program).

ARTICLE 3 – SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

ARTICLE 4 – MAINTENANCE OF EXISTING BENEFITS

During the term of the MOU, all wages, hours and other terms and conditions of employment contained herein will not be modified without mutual agreement in writing.

ARTICLE 5 – MANAGEMENT RIGHTS RESERVED

The City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of this Agreement and all of its Common Law rights to manage the City, as such rights existed prior to the execution of this or any previous Agreement with any Union or Employee Association. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, its rights to:

1. Determine the existence or non-existence of facts that are the basis of a management decision;
2. Determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types of equipment to be used;
3. Establish, continue, discontinue, or modify policies, practices, or procedures;
4. Determine and from time to time re-determine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities;
5. Discontinue processes or operations, or to discontinue their performance by employees of the City;
6. Determine the number of hours per day or per week operations shall be carried on, the number and types of employees required, and to assign work to such employees in accordance with requirements determined by management;
7. Establish and change work schedules and assignments;
8. Transfer, reclassify, promote, or demote employees;
9. Lay off, terminate, or otherwise relieve employees from duty for lack of work and to determine the facts of lack of work;
10. Make and enforce safety rules and work rules for the maintenance of discipline; and
11. All other prerogatives and responsibilities normally inherent in management rights, powers, authority and functions, whether heretofore or hereafter exercised, provided the same are not contrary to this Agreement.

ARTICLE 6 – SALARY

A. Salary: The salary ranges established for classifications covered by this MOU are identified in Exhibit A. The salary ranges attached include the following salary increases:

- Effective the pay period following City Council adoption of this MOU: 4.50% salary increase
- Effective the pay period following July 1, 2024: 2.50% salary increase.
- Effective the pay period following July 1, 2025: 3.0% salary increase.

B. Salary Upon Appointment: At the time of appointment, the Fire Chief may recommend any salary step within the salary range that is commensurate with the experience, knowledge, skills, and/or abilities of the individual related to the classification above and beyond the minimum requirements for the position. Salary placement upon appointment up to the middle of the salary range (Step 4 of Firefighter) is subject to the approval of the Human Resources Director, or designee. Appointment above the middle of the range is also subject to City Manager approval.

C. Salary Upon Promotion: At the time of promotion to a higher rank, employees will be placed on the step in the salary schedule that provides at least a 5% increase in compensation when all special pays (including paramedic pay, certification pay, longevity pay, technical specialty pay, collateral duty pay, assignment and acting pay received in both positions are included in the calculation.

D. Movement within the Salary Range: Employees will receive a one-step salary increase each year following appointment or promotion provided they receive a "Meets Standards" or above performance evaluation.

ARTICLE 7 – PARAMEDIC COMPENSATION

Employees who are promoted to the positions of Fire Engineer or Fire Captain will be expected to retain their Paramedic License and will receive compensation for such license.

Employees will be compensated for their paramedic compensation in accordance with the salary schedules identified in Exhibit A. Employees hired on January 1, 2022 or earlier will be classified and receive compensation for their paramedic license as part of their salary, which includes "/Paramedic" in the title. Employees hired after April 22, 2022 will be eligible for the following pay for their paramedic license:

- Firefighter: 18.1% of base salary
- Fire Engineer: 13% of base salary
- Fire Captain: 8% of base salary

The parties agree that to the extent permitted by law, the City shall report Paramedic Compensation as special compensation as defined CalPERS special compensation regulations, pursuant to Title 2 CCR, Section 571(a)(2) or 571.1(b)(2), Paramedic Pay.

ARTICLE 8 – COLLATERAL DUTY PAY

A minimum of six (6) employees shall be assigned to the collateral duty assignments listed below by the Fire Chief. The interest memo and selection process for these assignments will be determined by the Fire Chief. Assignments shall be for two-year terms, and subject to rotation following two years. If there is no interest from other employees for the assignment, and the incumbent employee wishes to remain in the assignment, the Chief may extend a collateral duty assignment in one-year increments. If no employee is interested in the assignment, the Chief may assign an employee who is qualified to serve in the assignment. No employee shall be compelled to serve in an assignment for longer than a two-year term. In addition, an employee may be removed from the collateral duty assignments for performance or disciplinary reasons, subject to the requirements of the Firefighters Procedural Bill of Rights Act (FBOR) as provided in the parties' MOU. Employees selected for and assigned to collateral duty assignments shall receive an additional two and one-half percent (2.5%) of base salary. An employee may only be assigned to one collateral duty at a time.

The list of collateral duty assignments that may be filled are: Paramedic Coordinator; Fire Investigator; SCBA Coordinator/Trainer; Training Officer; Fleet Coordinator; HazMat Coordinator/Trainer; Background Investigator; Personal Protective Equipment (PPE) Coordinator/Trainer; Press Information Officer/Public Safety Education Coordinator/Trainer; Communications Coordinator; Paramedic Supply Manager; Social Media Coordinator; Technical Rescue Coordinator/Trainer; DMV Coordinator; Community Emergency Response Team (C.E.R.T) Coordinator. Special assignments may be added or removed from this list by agreement of the Fire Chief and the Association.

The parties agree that to the extent permitted by law, the City shall report as “compensation earnable” or “pensionable compensation” the collateral duty pay received for those collateral duties for which the compensation is legally reportable as such, as determined by CalPERS, pursuant to Title 2 CCR, Section 571 or 571.1, respectively.

ARTICLE 9 – TEMPORARY SPECIAL ASSIGNMENTS

If the Fire Chief determines a need to create a temporary specialty assignment, the Fire Chief will notify the Association (through its President). A temporary specialty assignment may be created by the Fire Chief if the Association agrees with the Fire Chief on the creation, duration, duties, hours and general working conditions of the person assigned to the temporary specialty assignment. The assignment will be filled by a member of the bargaining unit who submits an interest memo in response to a notice sent to employees of the bargaining unit advising them of the temporary specialty assignment. The Fire Chief shall select the person they believe is best suited for the temporary specialty assignment. No employee will be mandated or compelled to fill the assignment.

An employee assigned to such a specialty assignment will:

- a. Be assigned for no longer than four (4) calendar weeks.
- b. Be assigned to a 4/10 work schedule. This assignment will include paid breaks and a paid meal period.
- c. Remain on the 28-day FLSA work period provided for in the MOU between the parties and in accordance with Section 7(k) of the FLSA.
- d. Receive their regular compensation (base salary) but at the 40-hour rate (i.e., 1.4 times the employee’s hourly rate) for the hours worked in the specialty assignment. Any overtime worked in the specialty assignment will be paid at the 40-hour rate.
- e. Receive his/her FLSA pay (i.e., the overtime employees receive on their regular suppression schedule for regular scheduled hours – six (6) hours paid at one half (.5) x regular rate of pay per pay period) while assigned to the specialty assignment.

- f. Receive overtime at their suppression rate if assigned to a suppression shift during the specialty assignment.

ARTICLE 10 –STATE FIRE MARSHAL CERTIFICATION PAY

Employees shall be eligible for State Fire Marshal Certification pay, according to the following schedule:

- Category I (6% of base salary): Chief Fire Officer, Fire Marshal, and Company Officer (or an employee who has taken all required classes for Company Officer certification).
- Category II (3% of base salary): Fire & Emergency Services Instructor 1 (Fire Instructor), Advanced Life Support and Fire & Emergency Services Instructor 1 (Advanced Life Support*) and Instructor I, Fire & Emergency Services Instructor 2 (Instructor II), Fire Apparatus Driver/Operator Pump (Driver/Operator), Fire Inspector 1 (Fire Inspector I), Fire Inspector 2 (Fire Inspector II), Fire & Life Safety Educator (Community Risk Educator and Specialist). Plan Examiner, Haz Mat Technician, Haz Mat Specialist, and Fire Investigator.

For classes that have two or three levels, each class counts as a course. Employees can earn three percent (3%) for up to two certifications (for a maximum of six percent (6%)) in category II.

Any employee receiving this pay as of July 1, 2023 who earned it when the titles of the State Fire Marshal Certifications were different than those listed above, will continue to receive this pay.

The parties agree that extent permitted by law, pay for State Fire Marshal Certification Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive Pay.

*The Advanced Life Support certification is not a part of the State Fire Marshal program but is hereby included in the Category II section. Qualification for this certification pay requires successful completion of the following three courses: ACLS (Advanced Cardiac Life Support), PALS (Pediatric Advanced Life Support), PHTLS (Pre-Hospital Trauma Life Support).

- The parties agree that if the State Fire Marshal's Office changes any of the requirements for any of the above certifications, the parties agree that either party may reopen negotiations to discuss the impact of this change.

The maximum amount of compensation added to base pay pursuant to this section shall be 6%. The maximum compensation may be reached by obtaining any combination of the certifications provided above.

It is expected that employees who complete these certifications will share their knowledge, skills and abilities with other Fire Department employees.

ARTICLE II – TECHNICAL SPECIALTY PAY

Employees shall be eligible to receive one hundred (\$100) per month for each technical specialty for which they meet the qualifications, up to a maximum of three (3).

Eligibility for the pay is based on each employee's receipt of the described certification and/or completion of the required courses:

- 1) Technical Rescue Certification - For those employees in the unit who receive the certification for either (1) Area G equivalency to State Rescue Systems I training, or (2) State Rescue Systems I Training, or (3) Structural Collapse Specialist I Training . The parties agree that to the extent permitted by law, pay for this certification is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) as Educational Incentive Pay .
- 2) Hazardous Duty – Ocean Rescue Certification: For those employees in the unit who are certified (by the Fire Department Training Officer) rescue swimmers and who receive that certification from the Manhattan Beach Fire Department. The parties agree that to the extent permitted by law, pay for this certification is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) as Educational Incentive Pay as Hazard Premium.
- 3) Paramedic Trainer – For those employees in the unit who are certified as a Paramedic Preceptor (by the County of Los Angeles) and who have successfully completed the following courses: ACLS (Advanced Cardiac Life Support), PALS (Pediatric Advanced Life Support). The parties agree that to the extent permitted by law, this pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- 4) HazMat First Responder Operational Certification - For those members in the unit who complete the HazMat FRO certification training. The parties agree that to the extent permitted by law, pay for this certification is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) as Educational Incentive Pay.

Employees in the above assignments must be certified and maintain (except for ACLS and PALS) such certifications at the required level, including attending required training necessary to that maintenance.

The continuing education and certification requirements will be determined by the Division Chief assigned to training and outlined departmental training manual. For training related to these assignments, the Department shall pay the tuition or cost of training, any travel or lodging costs per city policy, overtime for employees attending training off-duty, and backfill for time the employee attends training during their regular work hours. Those employees receiving technical specialty pay will provide training and safety information to other department employees and serve as a resource to the department for their area of specialty.

ARTICLE 12 – UNIFORMS AND MAINTENANCE ALLOWANCE

The City will provide and pay for the replacement of one class B uniform (station uniform) per employee per year or as needed due to damage caused by performing duty related activities. The method and timing of the uniform replacement will be at the discretion of the Fire Chief. The City will also provide each employee with a Class A dress uniform, which will be replaced only as needed at the discretion of the Fire Chief. All employees shall receive a yearly allowance of \$600, paid on a bi-weekly basis, for the maintenance of uniforms.

The parties agree that to the extent permitted by law, the value of the uniforms provided in this article is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform allowance. Notwithstanding the previous sentence, the uniform allowance will not be reported as compensation earnable to CalPERS for “new members” as defined by the Public Employees’ Pension Reform Act of 2013.

In addition to the uniform allowance, above, the City shall continue to furnish all new employees with the current complement of initial-issue uniforms and equipment.

ARTICLE 13 – ACTING PAY

The Fire Chief shall maintain a certified list of employees qualified and willing to act in a higher position on an as-needed basis. All employees on this list shall receive \$200 per month, regardless of the number of times required to act in a higher position or the number of eligibility lists they are on. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the City will follow the law and limit the acting assignment to no more than 960 hours.

Employees who are currently on an active eligibility list for Fire Engineer (Paramedic), Fire Captain (Paramedic), or Division Chief, will receive acting pay provided they are willing and available to act as assigned to the higher rank. In the absence of a current eligibility list, the Fire Chief may extend the eligibility of any employees to remain as actors until a new eligibility list is established. Once a new eligibility list is established, only those employees currently on the list are eligible to remain as actors and receive acting pay.

The parties agree that to the extent permitted by law, Acting Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. Notwithstanding the previous sentence, temporary upgrade pay will not be

reported as compensation earnable to CalPERS for “new members” as defined by the Public Employees’ Pension Reform Act of 2013.

ARTICLE 14 – LONGEVITY/RETENTION INCENTIVE PAY

For the purpose of longevity/retention incentive, “years of service” includes all service as a full-time sworn firefighter and includes service with another fire agency, however, the employee will be required to provide proof of full-time service with that agency.

Employees hired before April 22, 2022 are eligible to receive longevity/retention incentive pay as follows based on their years of service:

- (a) Employees with at least three (3) years of service shall be paid a differential of 5% of their base salary. The parties agree that this level of Longevity/Retention Incentive Pay is NOT special compensation as defined by CalPERS regulations and shall NOT be reported as such to CalPERS.
- (b) Employees with at least nine (9) years of service shall be paid a differential of 10% of their base salary.
- (c) Employees with at least fourteen (14) years of service shall be paid a differential of 15% of their base salary.

Employees hired on or after April 22, 2022 are eligible to receive longevity/retention incentive pay as follows based on their years of service:

- (a) Employees with at least fifteen (15) years of service shall be paid a differential of 5% of their base salary.
- (b) Employees with at least twenty (20) years of service shall be paid a differential of 10% of their base salary.
- (c) Employees with at least twenty five (25) years of service shall be paid a differential of 15% of their base salary.

The parties agree that extent permitted by law, Longevity/Retention Incentive Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(l) and 571.1(b)(l) as Longevity Pay.

ARTICLE 15 – TUITION REIMBURSEMENT PROGRAM

Employees shall be eligible to participate in the City's tuition reimbursement program as outlined in the applicable Personnel Instruction or City Policy. The current annual reimbursement amount for tuition and books is \$3,000. The college or university at which courses are taken must be accredited as defined by the U.S. Department of Education Data of Accredited Postsecondary Institutions and Programs.

ARTICLE 16 – HOURS OF WORK

1. Fair Labor Standards Act (FLSA) Work Period and Work Schedules

- a. FLSA Section 7(k) Exemption and Work Period: Employees are subject to the partial overtime exemption provided for by Section 7(k) of the FLSA and have a 28-day FLSA work period. Employees' entitlement to statutory overtime is per the provisions of the FLSA.
- b. Work Schedule: Employees shall be assigned a 48/96 work schedule consisting of working two consecutive shifts of 24 consecutive hours, followed by 96 consecutive hours off.
- c. Shift Trades: The parties agree the provisions below are compliant with the Fair Labor Standards Act. Unit members have the right to trade shifts with their colleagues subject to the following conditions:
 - i. Both employees agree to the shift trade voluntarily.
 - ii. The employees trading the shifts shall make appropriate notifications to their supervisors. Supervisors will not unreasonably deny a trade.
 - iii. The employee whose shift is worked gets credit for the shift.
 - iv. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
 - v. If an employee who agrees to work a shift trade calls in sick, the employee who called in sick will have their sick leave reduced.

- d. Due to the nature of the shift schedule called a “48/96” there may be times when the employees on one shift are scheduled to work on December 24 and December 25 successively. When this occurs the shift assigned to work on December 24 will swap that day with employees on the shift assigned to 12/23. If the 28-day FLSA work period ends on December 23, the “swap” described in the previous sentence will be a substitution as described in Section 7(p) of the FLSA.

ARTICLE 17 – OVERTIME

Employees will be entitled to overtime in accordance with the provisions of the FLSA. Additionally, employees are entitled to receive MOU overtime (i.e., overtime provided for by this MOU in excess of the requirements of the FLSA) if they work outside of their regularly scheduled hours, considering vacation, holiday leave, IOD (injured on duty) and jury duty leave as hours worked for the purpose of computing overtime, provided the employee actually worked during that FLSA period..

All other leaves will not be considered hours worked for purposes of calculating overtime, including sick leave.

Special Events overtime, where the City is being reimbursed for the work including fire safety officer studio overtime, shall be paid at the 40-hour rate (i.e., 1.4 times the employee’s hourly rate) for the hours worked in the special event. Any overtime worked in the special event where the City is being reimbursed for the work will be paid at the 40-hour rate.

Except as otherwise provided by this MOU, overtime will be administered in accordance with the current Fire Department Normal Hiring Procedures Policy (“Overtime Policy”).

- (a) Holdover overtime shall mean time after an employee has completed a scheduled work shift and is retained at work. Holdover is not limited to when an employee is coming off a suppression shift at shift exchange, i.e., at 8:00 a.m. Rather, it can also refer any time an employee who is working is asked to stay at work because of operational need.
- (b) All overtime will be paid to the quarter hour, i.e. fifteen-minute increments.
- (c) Call back, which shall be done on a rank for rank basis, shall be defined as a situation where an off-duty employee is called back to work. A minimum of four hours shall be credited notwithstanding actual time worked.

ARTICLE 18 – TRAINING

Training mandated and scheduled by the department to which the employee is sent by the City will occur when the employee is in a paid capacity and no vacation leave or shift trades will be required from the employee to attend.

In addition to department mandated and scheduled training, and that which an employee is sent to by the City, each employee shall have the option to select and attend a minimum of one Fire Service-related training class per year at City expense. Additional training courses may be available based on budgetary restrictions.

If the voluntary training class(es) selected by the employee overlaps with a scheduled work shift, employees will be required to secure a shift trade or use vacation leave in order to attend the class. On employees' regular days off, employees shall be paid for their actual time in the training at time and one half. The backfill for coverage of the employee's regular duty day during the training period will be filled according to the overtime system and the employee attending the training will not be force hired during the scheduled training except that an employee may be recalled under exigent circumstances as determined by the Fire Chief or their designee. Preventing a force hire of another member is not an exigent situation.

By March 1 of each fiscal year, employees shall have either taken their voluntary training class or reserved a class which must be completed by June 30. Employees who take such classes must submit a daily class schedule (with class hours) to their duty-Battalion Chief on the employee's next work day following the training. Notwithstanding the preceding, employees may be authorized by the Fire Chief or their designee to attend additional voluntary training after March 1st, if there is funding available from the budgeted training and training overtime accounts. Coverage will be as described above for employees attending voluntary training classes. Similarly, employees will not be subject to force hire except as described in above.

ARTICLE 19 – JURY DUTY

Employees who are summoned to perform jury service shall be entitled to their regular compensation while serving plus reasonable travel time (not to exceed one hour per day) up to a cumulative total of 80 hours of paid leave each fiscal year; provided the fees, except mileage and subsistence allowance, if any, which they receive as jurors, are remitted to the City.

Jury duty leave will be counted as hours worked for the purpose of overtime.

If an employee calls in at night and finds out that they must report to jury duty the next day (and are scheduled to be working that day as part of a regular shift or on an overtime basis) they must contact their Division Chief as soon as possible so that coverage can be arranged for their shift.

Employees are required to return to work if dismissed by the Court from jury duty. The returning employee will go back to their shift and the employee who replaced them will be relieved from duty at that time for the remainder of the shift.

ARTICLE 20 - HOLIDAYS

Employees assigned to suppression will be paid thirteen and nine-tenths (13.9) hours of holiday in lieu pay for each of the following holidays as they occur:

1. New Years' Day
2. Martin Luther King Jr. Day
3. Presidents Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

Holiday-in-Lieu Pay is not included in the regular rate of pay.

The parties agree that to the extent permitted by law, the City shall report holiday compensation as special compensation as defined CalPERS special compensation regulations, pursuant to Title 2 CCR, Section 571(a)(5) or 571.1(b)(4), Holiday Pay.

ARTICLE 21 – VACATION

A. Vacation Leave Accrual and Caps: Employees will begin to earn vacation following the first 12 months of employment. During the first 12 months of employment, the employee does not earn any vacation. On the thirteenth month of employment the employee receives 216 hours of vacation and begins accruing vacation leave at the annual vacation rates below. Accrual rates and maximum accrual leaves are as follows:

<u>Tenure</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>	<u>Maximum Accrual</u>
Greater than 1 year to less than 10 years	216 hours	18 hours	648 hours
10 years to 20 full years	288 hours	24 hours	864 hours
More than 20 years	360 hours	30 hours	1080 hours

If an employee reaches the vacation accrual maximum, that employee will not accumulate further vacation until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances and with City Manager approval an employee may be allowed to accrue over the maximum on a temporary basis.

Should the City and the Association agree to have employees assigned to a 4-10 work schedule from a suppression assignment of 24 hours a day, they will have their vacation hours divided by 1.4 upon entrance into that assignment. For employees assigned to an administrative (40 hour per week) schedule, accrual rates and maximum accrual leaves are as follows:

<u>Tenure</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>	<u>Maximum Accrual</u>
Greater than 1 year to less than 10 years	154.29 hours	12.86 hours	462.86 hours
10 years to 20 full years	205.71 hours	17.14 hours	617.14 hours
More than 20 years	257.14 hours	21.43 hours	771.43 hours

Upon assignment back to a suppression assignment, the employee's vacation hours will be multiplied by 1.4.

B. Vacation Use: Employees with accrued vacation leave may request the use of vacation in writing in the manner specified by the Normal Hiring Procedures and Overtime Allocation Policy. A maximum of five employees per shift may use vacation leave. The Fire Chief may, at their discretion, with City Manager approval, permit greater than five employees to be off on vacation leave per shift.

C. Vacation Cash Out: On or before the pay period that includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to the maximum amount of vacation they will earn in the following calendar year, at the employee's base rate of pay. Elections will be made in the method specified by Human Resources and cannot be modified once elected. On the pay day for the first pay period in December each year in the following year, the employee will receive cash for the amount of vacation leave that the employee irrevocably elected to cash out in the prior year.

If an employee does not have the amount vacation on the books that they irrevocably elected to cash out in the prior year, the employee will be cashed out for the hours the employee has on the books at that time.

ARTICLE 22 – SICK LEAVE

Employees shall accrue sick leave at the rate of 12 hours per month for a total of 144 hours per year.

(a) Per Labor Code section 233, employees may use one half of one's year's annual accrued sick leave (72 hours) to care for a 1) child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), 2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, 3) the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, 4) a grandparent, 5) a grandchild, 6) a sibling, or 7) designated person. A designated person is a person identified by the employee at the time they request sick leave and the employee may designate one person per 12-month period.

(b) Employees working a 40-hour week shall earn sick leave at a rate of 8.58 hours per month.

(c) When an employee uses sick leave for a purpose which qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the sick (or other accrued leave or unpaid leave) leave. In addition, if an

employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of sick leave, the City may do so.

(d) The Fire Chief may require an employee to furnish a doctor's certificate at any time for proof of illness.

ARTICLE 23 – HEALTH INSURANCE AND BENEFIT PLANS

A. Medical Insurance:

1. Medical Insurance:

The City contracts with the Public Employees' Retirement System (CalPERS) for medical insurance. The City will contribute the minimum employer contribution as provided under Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution to medical insurance as described below is inclusive of (not in addition to) the CalPERS statutory minimum.

Employees who enroll in a CalPERS medical plan will receive a City contribution of up to ninety-five percent (95%) of the premium for the CalPERS PORAC plan, depending on the employee's enrollment (employee only, employee with one dependent, or employee with two or more dependents). If the premiums for the plan chosen are less costly than the premiums of the PORAC plan, the City will pay 95% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder (5%) of the plan chosen. If an employee chooses a plan which is more costly than 95% of the PORAC premiums, the employee will pay the difference through pre-tax payroll deduction between the actual premium and 95% of the PORAC premium rate for the selected coverage level.

The City shall pay any surcharge assessed by PERS on the medical insurance premiums up to 3.3%. Any future surcharges above 3.3% shall be paid by the employee.

2. Opt-Out of Medical Insurance: Employees, who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market) may opt out of participation in the City's health plan.

Only employees who opt out of health insurance completely will receive a cash opt out incentive. Effective the pay period following City Council approval of this MOU, employees will be eligible for the following opt out incentive:

Employees opting out of health insurance who would have otherwise been eligible for either employee only or two-party medical coverage will receive \$2,700 per year (\$103.85 per pay period), paid biweekly as part of payroll. Employees opting out of health insurance who would have otherwise been eligible for family medical coverage (employee plus 2 or more qualified dependents) will receive an opt-out incentive of \$5,400 per year (\$207.69 per pay period), paid biweekly as part of payroll. This opt-out amount is taxable income and will not be considered compensation earnable (meaning it does not qualify as "special compensation" under the CalPERS regulations).

3. Affordable Care Act Minimum Essential Coverage Requirements

Employees who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California) may opt out of participation in the City's health plan. Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

- a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
- b. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
- c. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and

The reasonable evidence must be provided no earlier than a reasonable period of time before the plan year begins.

B. Vision Insurance:

The City will provide and pay the associated costs for employees and their dependents for coverage under the City's vision care plan.

C. Dental Insurance:

The City will provide and pay the associated costs for employees and their dependents for the Delta Dental Plan.

D. Life Insurance:

The City shall provide to all employees covered by this MOU a basic life insurance policy in of \$100,000.

ARTICLE 24 – CALPERS RETIREMENT

The City contracts with the California Public Employees Retirement System (CalPERS) for retirement benefits, as outlined herein and detailed within the City's contract with CalPERS.

- (a) For all members, except those defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013 (PEPRA) they shall receive the following retirement benefits and are subject to the specified retirement contributions:
1. Retirement Formula: 3% @ 55 formula per California Government Code 21363.1, with
 2. One-Year Final Compensation option “single highest year” (per Government Code section 20042)
 3. Retirement Contribution: Employees shall pay their nine percent (9%) member contribution. Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code Section 20516(a), for a total employee contribution towards retirement of 12%. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.
- (b) “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013 receive the following retirement benefits and are subject to the specified retirement contributions:
1. Retirement Formula: 2.7% @ 57 formula per Government Code Section 7522.25(d) with
 2. Final compensation based on the highest annual average pensionable compensation during a three year period (36 consecutive months) per Government Code section 7522.32(a).
 3. Retirement Contribution: Employees shall pay the higher of twelve percent (12%) or the rate which CalPERS informs the City (each year on the annual employee contribution rate determination) that new members are required to pay for their employee retirement contribution. If the rate established by CalPERS (each year) is below twelve percent (12%), the remaining contribution up to twelve percent (12%) is made per Government Code Section 20516(f). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.
- (c) Additional Benefits: The City will continue to provide the following optional benefits in accordance with its contract with CalPERS:
- 1959 PERS Survivor Benefit Level 4, for the families of all active employees covered by this MOU
 - Post Retirement Survivor Allowance 50%
 - Post Retirement Survivor Allowance Continues benefits.
 - Pre-Retirement Death Benefits to Continue after Remarriage of Survivor
 - Military Service Credit for Retired Persons

- Military Service Credit as Public Service
- Pre-Retirement Option 2W Death Benefit
- Public Service Credit for Peace Corps, AmeriCorps VISTA or AmeriCorps Service
- Public Service Credit for Periods of Layoff
- Unused sick leave service credit
- 2% Annual Cost of Living Allowance Increase
- \$500 Retired Death Benefit
- Prior Service

ARTICLE 25 – SICK LEAVE BUY-BACK RETIREMENT CREDIT

- (a) An employee who retires on a service retirement may cash out up to one-half of their unused and accrued sick leave. Any additional unused and accrued sick leave (i.e., the employee's remaining sick leave after cash-out) may be converted to service credit pursuant to the City's CalPERS contract amendment (per Government Code section 20965) to allow for the reporting of unused sick leave. If subsequent to a service retirement an employee receives an industrial disability retirement, that employee is obligated to repay the City for any sick leave buy-back already received. The retiring employee shall sign an agreement acknowledging this potential obligation.
- (b) An employee who retires on a disability retirement does not have the option to cash out sick leave, but, like those who retire on a service retirement, may convert any amount of their accrued and unused sick leave to service credit pursuant to the City's CalPERS contract amendment (per Government Code section 20965) to allow for the reporting of unused sick leave.

ARTICLE 26 – SICK LEAVE CASH-OUT

Effective for cash-outs in the pay period following July 1, 2024 and each July 1 thereafter, (the cash-out on July 1, 2024 will be based on the sick leave used during fiscal year 2023-2024) employees shall be permitted to convert sick leave to cash or deferred compensation on an annual basis as follows:

- (a) If an employee has ninety-one (91) to one hundred forty-four (144) unused hours of sick leave earned in the fiscal year, the employee receives one-half of the unused sick leave as cash or deferred compensation and the remainder carried over as sick leave.
- (b) If an employee has sixty (60) to ninety (90) unused hours of sick leave earned in the fiscal year, the employee receives one-quarter of the unused sick leave as cash or deferred compensation and the remainder is carried over as sick leave.
- (c) If an employee has fifty-nine (59) hours or less of unused sick leave earned in the fiscal year, the employee receives no cash-out and the entire unused sick leave is carried over as sick leave.

ARTICLE 27 – RETIREMENT HEALTH INSURANCE

Employees who retire from the City and also retire from CalPERS (within 120 days) are eligible for health insurance from CalPERS.

- (a) CalPERS Statutory Minimum: In accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA), the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City.
- (b) Retiree Medical Stipend: In addition to the provision of the CalPERS statutory minimum, any employee who takes a service retirement, and who has a minimum of twenty (20) years of full-time service with the City, shall receive \$400 per month. Said payment will be used toward the premiums of a health insurance plan, with proof of medical insurance coverage being provided when an employee qualifies, until one of the following occur:
 - 1. The retiree is subsequently granted an industrial disability retirement;
 - 2. The retiree reaches 65 years of age;
 - 3. The retiree becomes eligible for Medicare; or
 - 4. The retiree dies.

If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional \$400.00 retiree medical contribution.

The City and the Association recognize that this payment is subject to all I.R.S. rules and regulations of the federal Internal Revenue Code and state tax codes.

ARTICLE 28 – GRIEVANCE PROCEDURE

- (a) The purpose of Grievance Procedures is:
 - 1. To promote Employee-Employer relations by establishing procedures on grievance matters.
 - 2. To provide that grievances shall be settled as near as possible to the point of origin.
 - 3. To provide that the grievance procedures shall be as informal as possible.
- (b) A "grievance" shall be defined as a dispute between an employee, group of employees, the Association on behalf of an individual employee or group of employees, and the City, including supervisory personnel, regarding the application or interpretation of specific provisions of this MOU or City Personnel Rules or Regulations. Except as otherwise provided by law, the grievance procedure is the sole and exclusive method to challenge an alleged violation of the MOU.

- (c) Informal Grievance Process – Both parties recognize that depending on the circumstances, prior to filing a formal grievance, it may be beneficial for a grievant (an employee, a group of employees or the Association) to attempt to informally resolve the grievance. For that reason, employees as well as the Association are encouraged (although not required) to try and informally resolve the grievance by speaking with a Division Chief and/or the Fire Chief.
- (d) Formal Grievance Process – If the informal grievance process was either not used or if although used, did not resolve the grievance, a grievant may file a formal grievance. Formal grievances must be submitted in a letter with a description of the nature of the grievance, a description of the specific policy(ies) or rule(s) that have alleged to have been violated and the requested remedy.
 - 1. Time to File a Formal Grievance: A grievant must file a formal grievance within sixty (60) calendar days of the incident or occurrence giving rise to the grievance. The sixty (60) calendar day period in which to file a formal grievance includes the time in which the informal grievance process may be utilized. Therefore, grievants are encouraged to utilize the informal grievance process as soon as possible after the incident or occurrence giving rise to the grievance so that it may be fully considered and potentially resolved prior to the date by which a formal grievance must be timely filed. Time limits for filing formal grievances may be extended by mutual agreement of the parties.
 - 2. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

Step 1: The grievance shall be submitted for formal review to the Human Resources Director by stating the specific City Personnel rule or regulation and/or provision(s) of the applicable MOU that was improperly applied and stating the specific resolution desired. The Human Resources Director will give a written reply by the end of the thirtieth (30th) calendar day following the date the grievance was submitted.

Step 2: If the grievance is not resolved in Step 1 of the formal process, the employee must, within ten (10) calendar days from receipt of the Human Resources Director's response, present the grievance to the City Manager. The failure of the grievant to take this action shall constitute a waiver of the grievance, unless time limits are extended through mutual agreement.

Within twenty (20) calendar days of receipt of the Step 2 grievance, the Human Resources Director will set up a meeting between the grievant (with a representative if desired) and the City Manager or his designee to review the grievance. A written decision will then be rendered within thirty (30) calendar days of the meeting. The decision of the City Manager will be final, unless the grievant seeks judicial review.

It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

Either the City or the Association may call any employee as a witness to any of the above steps, and the City agrees to release said witness from work if they are on duty. If an employee is called by the City and the employee is off duty, the employee will be compensated for their time as hours worked. If the employee is on-duty, the employee will receive their regular compensation.

ARTICLE 29 – DISCIPLINARY APPEAL PROCESS

GENERAL POLICY: The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of them is conduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances.

PROVISIONS:

A. Disciplinary Procedure:

1. Definitions:

(a) Oral/Written Warning

The use of an oral or written warning shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager will review with the employee the specific instances and deficiencies in question, the City's standards, specific improvement needed, and expected behavior moving forward. The employee should be advised of the action that will be taken should they fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.

(b) Letter of Reprimand

A Letter of Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct that does not warrant suspension or discharge, repeated instances of minor misconduct, or identified performance

problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take further disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Letter of Reprimand should be reviewed by the Human Resources Department. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvement required within a defined time period to avoid further disciplinary action, when applicable. A copy of the Letter of Reprimand will be placed in the employee's official personnel file.

(c) Suspension

Suspension is the temporary removal of an employee from their duties without pay for up to thirty (30) calendar days.

(d) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

(e) Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

(f) Discharge

Discharge is the involuntary termination of an employee for cause.

B. Pre-Disciplinary Procedure

If an employee is to receive a written reprimand, be suspended, receive a reduction in pay, be demoted or discharged, the employee shall receive written notice of the proposed disciplinary action at least 7 days in advance of the imposition of discipline, stating the specific grounds and the particular facts upon which the action is based. The notice will include copies of any known materials, reports or other documents upon which the intended action is based. Electronic copies will be provided upon request.

Within ten (10) calendar days after the employee has been provided with the notice of proposed disciplinary action, the employee shall notify the Fire Chief of their intention to respond in writing or orally to the proposed disciplinary action. The employee's response will be reviewed or heard by Fire Chief or their designee, acting as the "Skelly Officer", who has the authority to modify or eliminate the intended disciplinary action. If the employee elects to respond in writing, the employee must respond

within ten (10) calendar days after their election to provide a written response. If the employee requests a meeting, it will be scheduled within a reasonable timeframe.

Following the written response or in-person meeting, the Skelly Officer will issue their written decision.

At the time of receiving the Notice of Proposed Disciplinary Action, the employee shall be furnished with copies of all materials, reports or other evidence upon which the proposed action is based.

C. Appeal Process

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

The term “firefighter” means an employee who is considered a firefighter under Government Code § 3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code § 830.37. This includes all employees who are in this Unit.

The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

I. Formal Appeal Procedure – The formal appeal procedure will be utilized for any discipline involving a suspension without pay or reduction in pay of more than 2 shifts (more than 30 hours, or three working days, for employees working a 4-10 schedule), removal of collateral assignment pay, demotion, or termination

A firefighter shall be entitled to an appeal hearing before an Administrative Law Judge assigned from the Office of Administrative Hearings which shall be conducted in accordance with Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of the pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
 - i. Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
 - ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.

- b. Administrative Law Judge - Pursuant to Government Code § 11512, the appeal will be heard by an administrative law judge
- c. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, a hearing shall be conducted at City Hall or in another City facility at a time to be determined by administrative law judge with the input of the representatives of both the City and employee.
- d. Notice of the Hearing- A notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.
- f. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties by registered mail and accompanied by a proof of service
- g. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code § 11517(c)(2) A through E.

2. Informal Appeal Procedure - The Informal Hearing Procedure, as opposed to the formal procedures outlined above, may be used at the City's sole discretion for a written reprimand, suspension without pay or reduction in pay of two (2) shifts or less for employees working a 56-hour suppression schedule or three (3) working days or less for employees working a 40-hour administrative schedule.

- a. Appeal to the Fire Chief or Their Designee
 - i. A firefighter who receives notice of a punitive action shall be entitled to appeal the action to the Fire Chief prior to the effective date of the punitive action. The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.
 - ii. Notice of Appeal: Within seven (7) calendar days of receipt by a firefighter of notification of a punitive action, the firefighter shall notify the Fire Chief in writing that they intend to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal. Nothing in this section shall limit the right of the Department to institute disciplinary action, notwithstanding that an appeal may be pending.

- iii. Hearing Officer: The Fire Chief or their designee shall act as the hearing officer. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or their designee shall serve as the hearing officer. The Fire Chief shall have five (5) calendar days from receipt of the request to schedule an appeal hearing. The hearing shall take place within thirty (30) calendar days of the date the firefighter was notified about the punitive action or such other time as may be agreeable by the parties.
- b. Burden of Proof: The City shall bear the burden of proof at the hearing.
 - i. The Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that punitive action was reasonable under the circumstances.
- c. Conduct of Hearing:
 - i. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, not relevant or cumulative, or the presentation of which will otherwise consume undue time. The rules of privilege shall be observed.
 - ii. The parties may present arguments through documents and statements.
 - iii. If the punitive action being appealed is a written reprimand, the parties will not be entitled to confront and cross-examine witnesses.
 - iv. Following the presentation of written material and statements, the involved parties may submit closing arguments orally or in writing for consideration by the hearing officer.
 - v. Representation: The firefighter may be represented by an association representative or attorney of their choice.
- d. Decision:

After the hearing, a decision will be submitted in writing within five (5) calendar days. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as their attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise

the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.5.

e. Decision to impose Discipline:

If, after the hearing, a decision is rendered which imposes discipline, pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

D. Retention of Documents

Any disciplinary action up to the level of a suspension of six hours or less shall be removed from an employee's personnel file no earlier than 18 months after the date of issue if the following conditions are met:

1. No discipline has been imposed during the eighteen month period after the discipline was issued;
2. The employee requests the removal in writing to the Human Resources Director.

E. Examples of Misconduct

It is impossible to provide an exhaustive list of the types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

1. Continued failure to meet expected standards of work, such as attendance, punctuality, work product or behavior.
2. Insubordination, including: (a) refusal to follow a work order; (b) insulting or demeaning the authority of a supervisor or manager; or, (c) foul or abusive language directed at a supervisor or manager.
3. Intentional or negligent conduct that damages City property or the property of another employee, a customer, a vendor, or a visitor.
4. Unauthorized use of City Property or removing from the premises without authorization, the property of the City, a City employee, customer, vendor, or visitor. Property includes, but is not limited to, records, supplies, materials, equipment, land or facilities. Intentional or negligent misuse of City property, or the property of another employee, customer, vendor, or visitor.
5. Fighting or provoking a fight on City time or property; engaging in horseplay or other action that endangers City property or disrupts work; failure to work cooperatively with others.
6. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of the City's Harassment Policies.
7. Bringing or possessing weapons or any other dangerous device onto City property without authorization.

8. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire or security hazard.
9. Failing to report a work-related accident or injury immediately, or as soon as circumstances permit.
10. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on City premises; Unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on City premises.
11. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported; abuse of sick leave.
12. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift; leaving City premises or one's assigned work area during working hours without permission; failure to abide by lunch or break periods or working unauthorized overtime. Being absent from work without authorization or notification.
13. Submitting any official written documentation or work product, including any employment application, containing false or misleading information.
14. Unauthorized dissemination of proprietary information or employee records on files; falsifying or destroying any City records, including, but not limited to, any timekeeping records or customer records.
15. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of their position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.
16. Failing to obtain or maintain any required license, registration, certifications, or permit.
17. Incompetence; failing to meet acceptable performance standards; failure to perform assigned duties.
18. Dishonesty.
19. Performance of non-City work on work time.
20. Receiving more than two garnishments (not including child support).
21. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established City policy.

ARTICLE 30 – PROMOTIONAL TESTING & ELIGIBILITY LISTS

Eligibility lists for promotional positions covered by this Agreement (Fire Engineer/Paramedic and Fire Captain/Paramedic) will generally be established initially for 6 months or one year, and may be extended in six-month increments, up to a maximum of twenty-four months total.

Promotional exams will be conducted as needs require, but a will occur within a span of four years. In other words, at least one promotional exam for Fire Engineer/Paramedic and Fire Captain/Paramedic shall be scheduled within a four-year timeframe from the date the eligibility list was established for the prior test for each class, except in cases where the parties agree otherwise. The City will announce the

recruitment and will provide employees with a list of study materials that will be covered on the exam a minimum of four months prior to the first testing component for any promotional exam.

In order to minimize the impact on departments and staff, the goal shall be to offer promotional tests for each classification (Engineer and Captain) no more frequently than every two years. For example if a test for Engineer is given in 2023, then the goal is to avoid another test until 2025. That said, test will be given as needed to ensure there is a sufficient number of personnel to fill anticipated vacancies. Unless otherwise agreed by the parties, under no circumstances will a test for a promotional classification (Engineer or Captain) be given sooner than 4 months from the completion of the prior test for that classification.

In the absence of a promotional test, the Fire Department may develop an internal process to verify that eligibles may continue to serve in an acting capacity for Fire Engineer or Fire Captain. The Fire Chief shall have the final decision on verifying eligibles.

ARTICLE 31 – SENIORITY POINTS

In all examinations, seniority credit of 0.25 of 1 percent for each full year of current permanent service, up to a maximum of three (3) points, shall be given to fire department employees covered by this MOU. Said credit shall not apply to positions not in the unit such as for Division Chief. Seniority credit will be allowed and computed as follows:

An employee receives 0.25 of 1 percent for each full year of permanent service with the City, up to a maximum of three (3) points.

The seniority points shall be calculated as of the final day of the filing period for the examination.

ARTICLE 32 – PROBATION

The probationary period is treated as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The standard probationary period for original appointments and promotional appointments shall be 12 months. A probationary period may be extended upon the recommendation of the Fire Chief and approval of the Human Resources Director and City Manager, for up to 6 months.

Failure to Pass Probation: A probationary employee who does not meet the required standards of work may be released from probation without cause, and will not have the right to appeal their rejection from probation. Notice of the failure to pass probation will be given in writing, unless the employee requests to resign in lieu of not passing probation.

If an employee does not pass the probationary period following a promotional appointment, they shall be reinstated to the position from which he was promoted, unless they are discharged for cause in accordance with the disciplinary procedures outlined within this MOU.

ARTICLE 33 – MINIMUM STAFFING

The term "constant staffing" refers to procedures established to ensure that fire suppression staffing levels are maintained at a designated minimum number of personnel that will be on duty at all times. The City's minimum staffing number is eight (8) unit employees per shift consisting of four (4) Firefighters (or Firefighter/Paramedics), two (2) Fire Engineers (or Fire Engineer/Paramedics) and two (2) Fire Captains (or Fire Captain/Paramedics), including employees in acting capacities. Any actual vacancies or employees on leave will be backfilled to ensure per shift minimums are met at all times.

ARTICLE 34 – WORK STOPPAGE PROHIBITION

Prohibited Conduct

- (a) The Association, its officers, agents, representatives, and members, agree that, during the term of this MOU or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sick-out, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this Agreement neither the Association nor any of its members waive their rights (1) under Section 6300 *et seq.* of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly, and association such as engaging in lawful informational picketing.
- (b) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this MOU and are unlawful, and that they must immediately cease such conduct and return to work.
- (c) In the event the Association carries out in good faith its responsibilities set forth in Paragraph 2 above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee, who participates in any conduct prohibited above or violates any other City Rule or Regulation, shall be subject to disciplinary action up to and including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him in procedures relating to disciplinary action.

ARTICLE 35 – DUES DEDUCTIONS

The Association shall notify the City, in writing, as to the amount of dues uniformly required of all employees who elect to be members of the Association. The City will deduct dues from members of the Association and will remit them to the Association. Association membership dues shall be deducted by the City from the pay checks/direct deposits of such members.

It is the Association's responsibility to inform the Payroll Division as to which members of the bargaining unit are members of the Association.

The Association shall inform the Payroll Division in writing of any changes in the membership status of any Association members. Employee requests to cancel or change deductions shall be directed to the Association. The Association shall indemnify the City for any claims made by an employee for deductions made in reliance on that information.

ARTICLE 36 – PAYROLL

A. Direct Deposit: Employees pay will be issued via direct deposit into the account(s) specified by the employee.

B. Garnishments: A \$25 set up fee and \$5 service charge per garnishment per payroll check shall be charged to the employee by the City.

ARTICLE 37 – PHYSICAL EXAM PROGRAM

Purpose: The Physical Exam Program is intended to improve the well-being and quality of health for Manhattan Beach Fire Association employees and is based upon the understanding that early detection of medical problems can save lives.

- The parties agree the goal is to implement the Program within one (1) year of the adoption of this MOU.
- All Association members shall participate in the program.
- The City shall pay for the physical exams. However, if an employee decides to seek a second medical opinion, or if an employee wishes to have a physical exam more frequently than what is provided by the program, the employee shall be responsible for paying for the exam or using his medical insurance coverage.

The parties have discussed and agreed to the following terms of the Program. Once the Program has been finalized within the timeframe above, the Program will be set forth in writing as a side letter to this agreement.

1. Timeframes: 3-2-1

A baseline exam will be provided for all members in the first year of the Program. Employees will be examined according to the following schedule after the baseline year:

- Up to age 40 = every 3 years
- Up to age 50 = every 2 years
- Age 50+ = every year

2. Exam Components

The basis of the exam components will be NFPA 1582 Sections 7.4.3 – 8.1.2.

3. Exam Provider(s)

An Advisory Committee made up of up to two (2) Association members and two (2) City staff members will gather provider names and interview the most qualified providers and observe their facilities. Providers who can conduct the entire exam in one facility are preferred. The Advisory Committee's recommendation will be forwarded to the Human Resources Director for final approval and implementation. In the event the Committee's recommendation is not approved, the matter shall be referred back to the Committee.

4. Medical Records

A copy of the exam results will be provided to the employee. The City will not receive medical records resulting from these physical exams.

ARTICLE 38 – POLICY MANUALS

The following documents will be available on-line on the City's intranet or website, or available upon request from the Human Resources Department: Administrative and Personnel Instructions Manual, City Policies, Personnel Rules and Regulations; Current MOU and Addendums.

The Association and the two fire stations will be provided (by the Fire Chief) with updated City and Department Policies and Procedures; Standard Operating Guidelines; General Orders; Department Rules and Regulations; Training Manual (will be included in SOGs); and Policy Memos.

This MOU represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein. The parties hereto have caused this MOU to be executed this ____ day of _____, 2023.

MANHATTAN BEACH FIREFIGHTERS'
ASSOCIATION

CITY OF MANHATTAN BEACH

By _____
Rudy Mejia, President

By _____
Bruce Moe, City Manager

By _____
James Falls (Negotiating Team Member)

By _____
Stephanie Swofford, Acting Human Resources Director

By _____
Patrick Jacobson, Vice President
(Negotiating Team Member)

By _____
Peter J. Brown
Liebert Cassidy Whitmore

By _____
Josh Kueng, Treasurer
(Negotiating Team Member)

**EXHIBIT A
SALARY SCHEDULES**

Effective 07/01/2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	7,266	7,503	7,747	7,999	8,259	8,527	8,805
Firefighter/Paramedic ¹	8,554	8,982	9,432	9,902	10,398		
Fire Engineer	9,366	9,600	9,840	10,086	10,339		
Fire Engineer/Paramedic ¹	11,066	11,342	11,625	11,916	12,214		
Fire Captain	10,898	11,171	11,450	11,736	12,030		
Fire Captain/Paramedic ¹	12,879	13,202	13,531	13,870	14,217		

Effective 07/13/2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	7,448	7,691	7,941	8,199	8,465	8,740	9,025
Firefighter/Paramedic ¹	8,768	9,207	9,668	10,150	10,658		
Fire Engineer	9,600	9,840	10,086	10,338	10,597		
Fire Engineer/Paramedic ¹	11,343	11,626	11,916	12,214	12,519		
Fire Captain	11,170	11,450	11,736	12,029	12,331		
Fire Captain/Paramedic ¹	13,201	13,532	13,869	14,217	14,572		

Effective 07/12/2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	7,671	7,922	8,179	8,445	8,719	9,002	9,296
Firefighter/Paramedic ¹	9,031	9,483	9,958	10,455	10,978		
Fire Engineer	9,888	10,135	10,389	10,648	10,915		
Fire Engineer/Paramedic ¹	11,683	11,975	12,273	12,580	12,895		
Fire Captain	11,505	11,794	12,088	12,390	12,701		
Fire Captain/Paramedic ¹	13,597	13,938	14,285	14,644	15,009		

¹ Employees hired before 01/01/2022

ATTACHMENT B

Waiver for Sick Leave Buy Out – Article 25

I have requested payment for accrued sick leave (payable at the rate of one half its value) as is customarily paid to retiring employees taking service retirements. However, I acknowledge by my signature below that I have applied for an industrial disability retirement and that I understand that if I receive such a retirement I will not be eligible to receive pay for accrued sick leave and must refund the full amount of such pay to the City.

I hereby agree to make such a repayment in full of all accrued sick leave within thirty (30) business days of receiving notice that my application for industrial disability retirement has been granted. I acknowledge that failure to do so may result in the City taking legal action against me to collect the amount I have received for accrued sick leave and that I may be subject to paying interest at the then prevailing legal rate on the amount owed, court costs and attorney fees.

Employee Name: _____

Signature: _____

Date: _____

ATTACHMENT C

Technical Specialty Pay

Technical Rescue Certification

Requirement to be assigned:

Structural Collapse Specialist I*; or
Area G equivalency to State Rescue Systems I training; or
State Rescue Systems I Training

* Employees hired after July 1, 2023, may qualify only by having Structural Collapse Specialist I

Continuing Education:

Must pass annual competency testing relating to rescue system curriculum as designated by the Department Training Officer.

Hazardous Duty – Ocean Rescue Certification:

Requirements to be assigned:

The Department Training Officer develops the qualification program for assignment. For the initial assignment, the employee must be certified by the Department Training Officer.

Continuing Education:

Certified Rescue Swimmers shall complete and pass the pool swim and water tread as established by the Department Training Officer. These employees must attend annual training developed by the Department Training Officer.

Paramedic Trainer:

Requirements to be assigned:

Must complete an approved Los Angeles County Paramedic Preceptor program and complete the following courses: ACLS (Advanced Cardiac Life Support), and PALS (Pediatric Advanced Life Support).

Continuing Education:

Must complete the Los Angeles County Paramedic continuing education requirements to maintain their state paramedic license.

Hazardous Materials First Responder Operation (Haz Mat FRO)

Requirements to be assigned:

Hazmat FRO certification

Continuing Education:

Must participate in the Department's annual Hazmat FRO training.

For any of the classes addressed above in this Appendix which are no longer provided, the Fire Chief will consult with the Association to determine alternative requirements for Technical Specialty Assignments.